

LIDDELL, SAPP, ZIVLEY, BROWN & LABOON

ATTORNEYS
TEXAS COMMERCE TOWER
HOUSTON, TEXAS 77002-3095

(713) 226-1200

TELEX 76-2616

TELECOPIER (713) 223-3717

AUSTIN OFFICE
1001 CITY NATIONAL BANK BUILDING
AUSTIN, TEXAS 78701
(512) 472-8111

RECORDATION NO. 8613-A FILED 1426

FEB 23 1982 -2 40 PM

INTERSTATE COMMERCE COMMISSION

DALLAS OFFICE
2300 DIAMOND SHAMROCK TOWER
DALLAS, TEXAS 75201-6592
(214) 742-3232

February 19, 1982

Interstate Commerce Commission
12th and Constitution Avenue Northwest
Washington, D.C. 20243

Attn: Ms. Mildred Lee

Gentlemen:

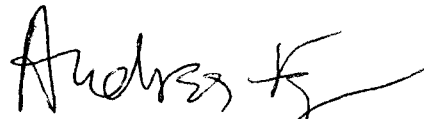
Enclosed please find two executed originals of the Amendment, Renewal and Extension Agreement between H. Ben Taub and Texas Commerce Bank National Association covering and affecting that certain Security Agreement duly filed for record with the Interstate Commerce Commission on December 14, 1976 under ICC recordation number 8613.

Also enclosed is this Firm's check in the amount of \$10.00 payable to the Interstate Commerce Commission.

Upon recordation of the enclosed Amendment, Renewal and Extension Agreement, please forward same to our client at the address specified below.

Thank you for your attention to this matter.

Very truly yours,



Andrea L. Ferguson
For the Firm

Texas Commerce Bank
National Association
712 Main Street
Houston, Texas 77002
Attention: Mr. David Thomas

AF:mp
Encl.

2-054A105
No. ~~733~~
Date **FEB 23 1982**
Fee \$ 10.00
ICC Washington, D. C.

Interstate Commerce Commission
Washington, D.C. 20423

OFFICE OF THE SECRETARY

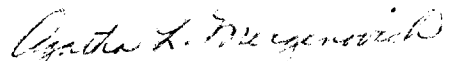
February 23, 1982

**Andrea L. Ferguson
For The Firm
Liddell, Sapp, Zivley,
Brown & LaBoon
Texas Commerce Tower
Houston, Texas 77002**

Dear **Madam:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **2/23/82** at **2:40PM**, and assigned re-
recording number(s). **8613-A**

Sincerely yours,


Agatha L. Mergenovich
Secretary

Enclosure(s)

SE-30
(7/79)

RECORDATION NO. 86B-A Filed 1428

FFB 23 1982 -2 40 PM

INTERSTATE COMMERCE COMMISSION

AMENDMENT, RENEWAL AND EXTENSION AGREEMENT

THIS AMENDMENT, RENEWAL AND EXTENSION AGREEMENT is dated effective as of December 6, 1981. The parties hereto are H. BEN TAUB, a resident of Harris County, Texas ("Borrower") and TEXAS COMMERCE BANK NATIONAL ASSOCIATION, a national banking association ("Lender").

W I T N E S S E T H:

RECITALS:

The Borrower executed and delivered to the Lender a promissory note ("Note") dated December 8, 1976, in the principal sum of One Hundred Ninety-One Thousand Fifty Dollars (\$191,050.00) bearing interest at the rate therein stated, with the final stated maturity thereof being December 6, 1981.

The Note is secured, among other security, by a Security Agreement of even date with the Note from the Borrower, as Debtor, to the Lender, as Secured Party, covering the collateral therein described.

The Borrower and the Lender now desire to extend (or further extend) the stated final maturity date of the Note, to make certain other changes to the Note and to ratify and confirm that the Liens continue to secure the Note, as modified hereby.

AGREEMENTS:

In consideration of the premises and the mutual agreements herein set forth, the Borrower and the Lender hereby agree as follows:

1. The unpaid principal balance of the Note is NINETY-FIVE THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS (\$95,725.00).

2. The Note shall bear interest on its unpaid principal balance from the effective date hereof (as above set forth) until the maturity of the Note at the Stated Rate.

3. "Stated Rate" means a rate per annum equal to the Prime Rate from time to time in effect, provided, however, that if the Stated Rate ever exceeds the Highest Lawful Rate, the Stated Rate shall then and thereafter be fixed at a rate per annum equal to the Highest Lawful Rate then and from time to time thereafter in effect until the total amount of interest accrued at the Stated Rate on the unpaid balance of the Note equals the total amount of interest which would have accrued had the Highest Lawful Rate at all times been equal to the Prime Rate from time to time in effect.

4. "Prime Rate" shall mean the prime rate as announced from time to time by the Lender and thereafter entered in the minutes of the Lender's Loan and Discount Committee.

5. "Highest Lawful Rate" shall mean the maximum rate of interest permitted by whichever of applicable federal or Texas law from time to time permits the higher maximum nonusurious interest rate. At all such times, if any, as Chapter One of the Texas Credit Code, as now in effect, shall establish the Highest Lawful Rate, the Highest Lawful Rate shall be the "indicated rate ceiling" (as defined in Chapter One of the Texas Credit Code) from time to time in effect. Lender may from time to time, as to current and future balances, implement any other ceiling permitted by applicable law and/or revise any index, formula or provision of law used to compute the rate on the Note by notice to the Borrower, if and to the extent permitted by, and in the manner provided in, such law.

6. Without notice to the Borrower or any other person or entity, the Prime Rate and the Highest Lawful Rate shall each automatically fluctuate upward and downward as and in the amount by which said Lender's Prime Rate and the Highest Lawful Rate, respectively, fluctuate.

7. The unpaid principal balance of the Note, together with all accrued and unpaid interest thereon then unpaid, shall be due and payable on December 6, 1986.

8. The principal of the Note shall be due and payable in quarterly installments of Four Thousand Seven Hundred Sixty-Six and 25/100 Dollars (\$4,766.25) each, the first of such installments to be due and payable on January 31, 1982 and a like installment to be due and payable on each April 30, July 31, October 31, and January 31 thereafter prior to maturity; provided, however, that on December 6, 1986, a final installment in an amount equal to all principal then unpaid shall be due and payable. Accrued interest on the Note shall be due and payable concurrently with and in addition to the principal installments hereinabove provided.

9. All past due principal and interest on the Note shall bear interest at the Highest Lawful Rate, or only if applicable law shall not provide a maximum nonusurious rate, then at the Stated Rate plus five percent (5%) per annum.

10. The Liens are hereby ratified and confirmed as continuing to secure the payment of the Note as modified and extended hereby.

11. Nothing herein shall in any manner affect, impair or extinguish the Note or the Liens securing payment of the Note, and the Liens are not waived.

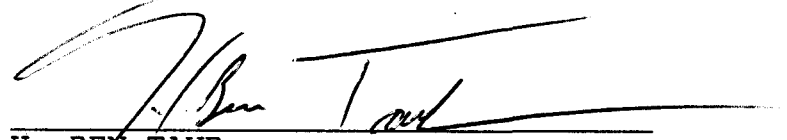
12. If any provision of the Note conflicts with the provisions hereof, the provisions of this Agreement shall control. Except as herein expressly modified, all terms of the Note are and shall remain in full force and effect.

13. This Agreement shall bind and benefit the parties hereto, including guarantors, and their respective successors and assigns, heirs and legal representatives.


14. The Borrower warrants and represents to the Lender, and to all other owners and/or holders of any indebtedness evidenced hereby, that (i) all loans evidenced by the Note are and shall be "business loans" as such term is used in the Depository Institutions Deregulation and Monetary Control Act of 1980, as amended, and (ii) such loans are for business,

commercial, investment or other similar purpose and not primarily for personal, family, household or agricultural use, as such terms are used in Chapter One of the Texas Credit Code.

IN TESTIMONY WHEREOF, this instrument is executed effective as of the date first hereinabove set forth.


H. BEN TAUB

TEXAS COMMERCE BANK NATIONAL
ASSOCIATION

By: 
Name: J. David Thomas
Title: Vice President

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared H. BEN TAUB, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office, this the 3rd day of February, 1982.

Linda Wadenpfehl
Notary Public in and for
the State of T E X A S

My Commission Expires:

5-6-85

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

BEFORE ME, the undersigned, a Notary Public in and for said State, on this day personally appeared J. David Thomas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Texas Commerce Bank National Association, a national banking association, and that he executed the same as the act and deed of the said Texas Commerce Bank National Association for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office, this the 3rd day of February, 1982.

Linda Wadenpfehl
Notary Public in and for
the State of T E X A S

My Commission Expires:

5-6-85